

01-16-2001

Docket No.:

387778.0001



101583903

Tab settings

*MAD 1-2-01*

*11*

checked original  
s of receivein



icbeth LLC

01-02-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

*1715 sec  
we should send the  
out today us  
formal paper*

To the Honorable Commissioner of Paten.

1. Name of conveying party(ies):

**McMahan Research Laboratories, Inc.**  
101 North Columbia Street  
Suite 600  
Chapel Hill, North Carolina 27514

- Individual(s)
- General Partnership
- Corporation-State **Florida**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

Street Address: **617 Little Britain Road**

City: **New Windsor** State: **NY** ZIP: **12553**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **November 13, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2,283,270**

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Robert L. Rispoli**

Internal Address: **Cummings & Lockwood**

**Granite Square**

Street Address: **700 State Street**

**P.O. Box 1960**

City: **New Haven** State: **CT** ZIP: **06509**

6. Total number of applications and registrations involved:.....

**1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**01/12/2001 DNGUYEN 00000328 2283270**  
**01 FC:481 40.00 DP**

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Robert L. Rispoli**  
Name of Person Signing

*Robert L. Rispoli*  
Signature

**December 20, 2000**  
Date

Total number of pages including cover sheet, attachments, and

**2**

**ASSIGNMENT OF TRADEMARK**

WHEREAS, McMahan Research Laboratories, Inc., a corporation organized and existing under the laws of the State of Florida ("Assignor"), is the owner of and has adopted, used and is using in interstate commerce within the United States the trademark LIGHTSPEX of U.S. Registration No. 2,283,270 (referred to as the "Trademark"); and

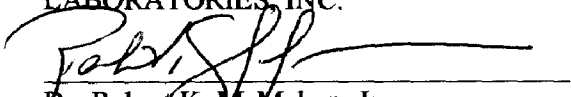
WHEREAS, GretagMacbeth LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a principal office at 617 Little Britain Road, New Windsor, New York 12553 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademark and the registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell transfer and convey unto Assignee all right, title and interest in and to the Trademark and the registration therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Trademark, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned authorized officer of Assignor has duly executed this Trademark Assignment for and on behalf of Assignor to be effective as of the 13 day of November, 2000.

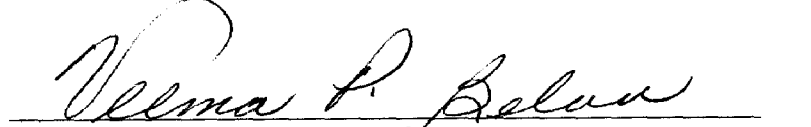
McMAHAN RESEARCH  
LABORATORIES, INC.

  
\_\_\_\_\_  
Dr. Robert K. McMahan, Jr.  
President

State of North Carolina )  
County of Orange )

ss:

On this 13 day of November 2000, personally appeared Dr. Robert K. McMahan, Jr., to me known personally, and who, being by me duly sworn, deposes and says that he is the President of McMahan Research Laboratories, Inc., the assignor above named, and acknowledged that he executed the foregoing instrument on behalf of said assignor and pursuant to authority duly received, and who, having been duly sworn, stated that any representations therein contained are true.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 15, 2005